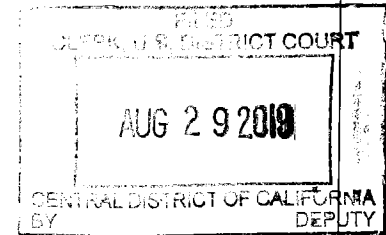


Craig Cunningham,
3000 Custer Road, ste 270-206
Plano, Tx 75075
615-348-1977, Projectpalehorse@hushmail.com

Plaintiff, Pro-se



UNITED STATES DISTRICT COURT
Central District of California (Western Division-Los Angeles)

Craig Cunningham

Plaintiff,

v.

Technologic USA, Inc., et al

Defendant.

Case 2:19-cv-05597-FMO-MRW*

**PLAINTIFF'S NOTICE OF MOTION
FOR DEFAULT JUDGMENT BY THE
COURT**

JUDGE FERNANDO OLGUIN
Magistrate Judge: Hon. Michael Wilner

*Time: 10:00am
Place: 350 W. 1st St QD*

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE THAT ON October 3rd, 2019, 10:00AM or as soon thereafter
3 as this matter may be heard by the above-entitled Court, located at Roybal Federal Building and
4 United States Courthouse, 350 W. 1st Street, 6th Floor, Courtroom 6D, Los Angeles, CA 90012,
5 Plaintiff Cunningham will present Plaintiff's Motion for Default Judgment by the Court.

6 Pursuant to Rule 55(b)(2) for a sum certain and requests a hearing to determine damages,
7 Plaintiff will move the Court to enter default judgment against Defendant Technologic USA, Inc
8 and in favor of (i) Plaintiff Craig Cunningham in the amount of \$886,500, (ii) Plaintiff
9 Cunningham in the amount of \$475 for costs. Plaintiff will base their motion on the attached
10 memorandum of points and authorities, the attached declarations of Craig Cunningham, the
11 pleadings and other papers on file in this action and any oral argument the Court may allow.

12
13 RESPECTFULLY SUBMITTED AND DATED this 28th Day of August 2019

14
15
16 By: /s/ Craig Cunningham Plaintiff, Pro-se

1 Craig Cunningham,
2 3000 Custer Road, ste 270-206
3 Plano, Tx 75075
4 615-348-1977, Projectpalehorse@hushmail.com

5 *Plaintiff, Pro-se*

6
7 UNITED STATES DISTRICT COURT
8 Central District of California (Western Division-Los Angeles)

9 Craig Cunningham

10 Plaintiff,

11 v.

12 Technologic USA, Inc., et al

13 Defendant.
14

Case 2:19-cv-05597-FMO-MRW

15 **PLAINTIFF'S MOTION FOR**
16 **DEFAULT JUDGMENT BY THE**
17 **COURT**

18 JUDGE FERNANDO OLGUIN
19 Magistrate Judge: Hon. Michael Wilner
20
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26 *In re: Dynasty Mortgage L.L.C.*, 22 FCC Rcd. 9453 (2007) 15

1 **I. STATEMENT OF ISSUES TO BE DECIDED**

2 The issues to be decided by the Court are (1) whether and (2) in what amounts to enter
 3 default judgment against Defendant Technologic USA, Inc., and in favor of Plaintiff Craig
 4 Cunningham (“Cunningham”) under FRCP 55(b)(2).
 5 Relief sought includes a damages award of \$886,500 or \$4,500 per call for violations of 47 USC
 6 227(c)(5) entitling the Plaintiff to \$1500 per call and 47 USC 227(b), entitling the Plaintiff to
 7 \$1500 per call and \$1500 for violating the Texas Business and Commerce code 305.053 and an
 8 award of Costs of \$450 representing the filing fee and costs of service.

9 **II. STATEMENT OF RELEVANT FACTS**

10 Liability: Defendant is in the business of providing illegal telemarketing calls to known
 11 bad actors selling a variety of services to include Google listing services, alarm services, Multi-
 12 level-marketing Get rich quick schemes, travel clubs, individuals engaging in Medicare fraud,
 13 and other illegal services to tens of millions of consumers across the country who have not
 14 consented to receive such solicitations, including Plaintiff. Compl. ¶¶ 24, Dkt. No. 1. To be
 15 clear, the defendants are not a service that is on occasion being used improperly. The dialing
 16 service was purpose built and designed to service and conceal illegal telemarketers and facilitate
 17 the deluge of billions of illegal telemarketing calls being placed across the country every month.
 18 Multiple clients of the defendants have been sued by and settled with the Federal Trade
 19 Commission for making illegal regulatory calls as well as state and local regulatory agencies.
 20 The Defendant uses equipment that has the capacity to store or produce random or sequential
 21 telephone numbers to be called and that includes autodialers and predictive dialers. *Id.* ¶ 22.
 22 Defendant called Plaintiff’s residential and cellular telephone lines, without his consent, with
 23 autodialed and prerecorded calls (“robocalls”). *Id.* ¶ 24, Ex G to this motion. Plaintiff
 24 Cunningham has identified multiple clients of the Defendants that have been sued multiple times
 25 by the Federal Trade Commission among other entities.

26 Jurisdiction: Plaintiff recieved hundreds telemarketing robocalls, while the defendant
 27 resides in, is owned and controlled by, and operated by an individual in this District calling from
 28

1 California phone numbers.

2 The sole corporate officer, Julie K. Bridge lives and resides in this district and operated and
3 controlled Technologic USA from this district at all times relevant to the complaint. Julie Bridge
4 listed herself as the "Sole Owner" for the company and recieved payments from the company in
5 California and resides in Upland, CA 91786. As an example, on July 18, 2018, Julie Bridge
6 withdrew from an account ending in 8060 signing a bank slip, (Ex A) and according to the
7 signature cards for the account (Ex B) is the "Sole Owner" of the company and listed her address
8 as Upland, CA. Julie Bridge is listed as the "Key Executive with Control of the Entity" on the
9 signature card under "Owner/Key individual information" Also, according to the bank records
10 obtained, there were transactions that occured in California, such as on 6/15/2018, there was a
11 deposit in branch on 5625 E. Santa Ana Canyon Road., Anaheim, CA of \$3,000. (ex C)

12 Injury: The Plaintiff did not consent to these calls. *Id.* ¶¶ Comp 24 & affidavit.

13 Nevertheless, the calls continued—at least 198 in total. *Id.* ¶ 24 and Exhibit G . Mr.
14 Cunningham was surprised and frustrated to be interrupted by a prerecorded solicitation to a
15 phone number . *Id.* ¶ 39; Cunningham Decl. ¶ 7-11. Mr. Cunningham's private life and business
16 affairs were interrupted by Defendant's robocalls hundreds of times. *Id.* ¶ 7-11. Defendant's
17 conduct distracted Plaintiff from enjoying his gym workouts, private calls with friends and
18 family, and general life. The calls were an unfair nuisance and harassment. *Id.* 7-11

19 Damages: Of these 198 known calls by Defendant to Plaintiff:

- 20 • 198 were not necessitated by an emergency, *id.* ¶ Comp ¶¶ 24;
- 21 • 198 were telemarketing, *id Comp Id.* ¶¶ 24.;
- 22 • 198 were robocalls initiated using an automated telephone dialing system, *id.* Comp
23 ¶¶ 24;
- 24 • 198 used a prerecorded voice, *id.* ¶ 24;
- 25 • 198 were made without maintaining an internal do-not-call policy, *id. Id.* ¶¶ 27-28;
- 26 • 198 were to Cunningham, *id.* ¶¶ 24, Ex G

Federal Rule of Civil Procedure 55(b)(2) permits a court to enter a final judgment in a case following a defendant's default. *Shanghai Automation Instrument Co. v. Kuei*, 194 F. Supp. 2d 995, 999 (N.D. Cal. 2001). Whether to enter a judgment lies within the court's discretion. *Id.* (citing *Draper v. Coombs*, 792 F.2d 915, 924 (9th Cir. 1986)). As a threshold matter, a court must confirm that it has subject matter jurisdiction over the case and personal jurisdiction over the parties and ensure the adequacy of service on the defendant. *In re Tuli*, 172 F.3d 707, 712 (9th Cir. 1999).

The Court has federal-question subject matter jurisdiction over Plaintiff' TCPA claims and specific and general personal jurisdiction over Defendant due to its Nationwide telemarketing originating from California, using California caller ID's, and involving California based telemarketers using the dialing platform. Further, despite its failure to maintain an up-to-date address or proper corporate presence with the Wyoming Secretary of State Defendant was duly served with process in accordance with the requirements of Federal Rule of Civil Procedure 4 upon corporate officer/Sole owner Julie Bridge on July 20th 2019 via personal service, and a copy of the summons and complaint was mailed. dkt 6. Plaintiff also served the Wyoming Secretary of State via process server dkt 7 out of an abundance of caution, given that the registered agent officially resigned and attempted service at the last known address with a

process server in Wyoming according to the address listed on the most recent bank statements.

i. Subject Matter Jurisdiction

This Court has federal-question subject matter jurisdiction over the Plaintiff' TCPA claims pursuant to 28 U.S.C. § 1331 because the TCPA is a federal statute. *Mims v. Arrow Fin. Servs., LLC*, 565 U.S. 368, 372 (2012).

ii. Personal Jurisdiction

The Court has specific personal jurisdiction and general jurisdiction over Defendant because the constitutional requirements of purposeful direction, relatedness and fair play are satisfied.

This court has General Jurisdiction over the Defendant. The Defendant's business is at home in California as they are owned, controlled, operated from California, and the sole corporate officer Julie Bridge has lived at all times relevant to the complaint in California, is licensed as a realtor in California, since 2004, according to the California Department of Real Estate (Ex E), owned real estate in California at all times relevant to the complaint, and operated the business Technologic USA, Inc., from California at all times relevant to the complaint and continues to do so to this day from California. In this case, the Defendant corporation engaged in continuous and systematic business contacts within and from California by placing telemarketing calls from California using California phone numbers.

This court has specific jurisdiction over the Defendant.

Although formed out of state, even if the court were to not hold that it had General jurisdiction over the defendant, specific personal jurisdiction exists. Where no applicable federal statute addresses the issue, the district court applies the law of the state in which it is located to establish personal jurisdiction. *Glencore Grain Rotterdam B.V. v. Shuvnath Rai Harnarain Co.*, 284 F.3d 1114, 1123 (9th Cir. 2002). "California's long-arm permits the exercise of jurisdiction to the limits of due process." *Id.* The analysis asks whether (1) Defendant purposefully directed its activities to California or a resident thereof; (2) the claims arise out of or relate to Defendant's forum-related activities; and (3) the exercise of jurisdiction comports with fair play and

substantial justice, i.e., is reasonable. *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 801-02 (9th Cir. 2004). The record shows that all three elements are satisfied.

First, Defendant purposefully directed its activities to and from California, is controlled from California and does business in California, and placed multiple calls from California phone numbers, which constitutes purposeful direction towards the forum state of California. The “effects” test is satisfied by (1) an intentional act by the defendant (2) expressly aimed at California, (3) causing harm that the defendant knows will likely be suffered in California. *Calder v. Jones*, 465 U.S. 783, 789-90 (1984); *Yahoo! Inc. v. La Ligue Contre Le Racisme*, 433 F.3d 1199, 1206 (9th Cir. 2006). This test does not require the defendant’s physical presence in California, provided the defendant’s efforts are purposefully directed to forum residents. *Wash. Dep’t of Revenue v. www.dirtcheapcig.com, Inc.*, 260 F. Supp. 2d 1048, 1051 (W.D. Wash. 2003) (citing *Ballard v. Savage*, 65 F.3d 1495, 1498 (9th Cir. 1995)). Multiple courts in California have ruled that by using an area code of a forum state, an entity is purposefully availing themselves of the laws of the state by calling into a forum state’s area codes. Similarly here, by calling from California phone numbers, the Defendant has purposefully directed their actions towards the forum state of California.

In *Moser v Health Insurance Innovations*, Case No. 3:17-cv-1127-WQH-KSC, S.D Cal, 2018 the court held: “The effects test is satisfied by a plaintiff’s uncontroverted allegation that a defendant violated the TCPA by calling a phone number with a forum state area code.¹ In such a case, the plaintiff’s TCPA claim “arises out of or relates to the defendant’s forum-related activities[] and [] the exercise of jurisdiction comport[s] with fair play and substantial justice, i.e. it [is] reasonable.” *Mavrix*, 647 F.3d at 1227-28 (9th Cir. 2011).² The Court concludes that it has personal jurisdiction over Nationwide. See *Drew v. Lexington Consumer Advocacy, LLC*, No. 16-CV-00200-LB, 2016 WL 1559717, at *3 (N.D. Cal. Apr. 18, 2016); *Rinky Dink, Inc. v. Elec. Merch. Sys., Inc.*, No. C13-01347-JCC, 2014 WL 12103245, at *2 (W.D. Wash. Nov. 4, 2014); *Luna v. Shac, LLC*, No. C14-00607 HRL, 2014 WL 3421514, at *3 (N.D. Cal. July 14, 2014); *Baker v. Caribbean Cruise Line, Inc.*, No. CV 13-8246-PCT-PGR, 2014 WL 880634, at *2 (D. Ariz. Mar. 6, 2014); *Ott v.*

1 Mortg. Inv'rs Corp. of Ohio, 65 F.Supp.3d 1046, 1057 (D. Or. 2014); Heidorn v. BDD Marketing &
 2 Management Company, LLC, Case No. C-13-00229 JCS, 2013 WL 6571629, 8 (N. D. Cal.
 3 August 19, 2013); j2 Global Communications, Inc. v. Blue Jay, Inc., No. C-08-4254-PJH, 2009
 4 WL 29905, at *10 (N.D. Cal. Jan. 05, 2009)."

5 Another relevant case is Luna v. Shac, LLC, No. C14-00607 HRL, 2014 WL 3421514, at *3 (N.D. Cal.
 6 July 14, 2014). In Luna, the court conducted a "Purposeful Direction" analysis and found: "The Court
 7 agrees with Luna that where Shac intentionally sent text messages directly to cell phones with
 8 California based area codes, which conduct allegedly violated the TCPA and gave rise to this
 9 action, Shac expressly aimed its conduct at California. Likewise, Shac knew that the alleged
 10 harm caused by the text messages it sent to California cell phones was likely to be suffered in
 11 California. Accordingly, the "effects" test is satisfied, and Luna has met its burden of
 12 demonstrating that Shac purposefully directed its activity at the forum state."

13 and: "When Shac intentionally sent unsolicited text messages advertising Sapphire to California
 14 cell phone numbers, which conduct gave rise to this litigation, it purposefully directed its activity
 15 to California such that Shac is reasonably subject to the personal jurisdiction of this Court. This
 16 finding is consistent with several district courts who have found the exercise of specific personal
 17 jurisdiction proper in cases involving alleged TCPA violations based on calls made to a plaintiff's
 18 cell phone. *See Heidorn v. BDD Marketing & Mgmt. Co.*, No. C-13-00229 JCS, 2013 WL
 19 6571629 (N.D. Cal. Aug. 19, 2013) (exercising personal jurisdiction over out-of-state defendant
 20 who contacted plaintiff's California cell phone in violation of the TCPA); *Baker v. Carribean*
 21 *Cruise Line, Inc.*, No. CV 13-8246-PCT-PGR, 2014 WL 880634 (D. Ariz. Mar. 6, 2014) ("[The]
 22 complaint in this case is sufficient to establish specific jurisdiction, based on the allegation that
 23 Defendant made calls to Plaintiff's Arizona [cell phone] number and the fact that those calls are
 24 the basis for Plaintiff's claims."); *Branham v. ISI Alarms, Inc.*, No. 12-CV-1012
 25 (ARR)(MDG), 2013 WL 4710588 (E.D.N.Y. Aug. 30, 2013) ("[S]ince the TCPA is essentially a
 26 strict liability statute . . . defendants reasonably should have anticipated that the use of [an
 27 automated] system to call a New York cell-phone number could subject them to being held into

court in New York."); *Hudak v. Berkeley Group, Inc.*, No. 3:13-cv-00089-WWE, 2014 WL 354676 (D. Conn. Jan. 23, 2014) (finding "purposeful availment" prong satisfied where defendants allegedly caused calls to be made to plaintiff cell phone in violation of the TCPA). Accordingly, Shac's motion to dismiss for lack of personal jurisdiction is DENIED" By calling using California area codes, the Defendants expressly aimed their conduct at California and could reasonably subject them to being haled into a California court.

Calls to the Plaintiff from California phone numbers

Similarly, the Plaintiff recieved at least 17 different phone calls from 10 different caller ID's over just a 2 year period from California phone numbers of the following prefixes:

01/05/2015	4:48:00 PM	7073462155	6152129191	Technologic, LLC	12
05/13/2015	7:46:00 PM	7602014410	6152129191	Technologic, LLC	12
06/20/2015	2:08:00 PM	7279980960	6152129191	Technologic, LLC	12
07/08/2015	4:56:00 PM	4152756518	6152129191	Technologic, LLC	66
07/08/2015	5:09:00 PM	4152756518	6152129191	Technologic, LLC	12
07/14/2015	12:04:00 AM	5106940117	6152129191	Technologic, LLC	12
07/14/2015	12:05:00 AM	5106940117	6152129191	Technologic, LLC	12
07/17/2015	12:04:00 AM	4152756534	6152129191	Technologic, LLC	1620
07/17/2015	12:17:00 AM	4152756534	6152129191	Technologic, LLC	42
07/21/2015	7:16:00 PM	6192029446	6152129191	Technologic, LLC	12
07/23/2015	3:35:00 PM	6192029446	6152129191	Technologic, LLC	12
03/22/2016	2:09:00 PM	5302054441	6152129191	Technologic, LLC	12
04/14/2016	2:04:00 PM	5302054441	6152129191	Technologic, LLC	282
04/21/2016	2:16:00 PM	5302054445	6152129191	Technologic, LLC	144
05/03/2016	2:09:00 PM	5302054445	6152129191	Technologic, LLC	96
08/09/2016	2:03:00 PM	5302054441	6152129191	Technologic, LLC	12
08/09/2016	6:16:00 PM	7273251105	6152129191	Technologic, LLC	12

Intentionality: Here, Defendant made *telemarketing* robocalls to Plaintiff. Compl. ¶ 24. The fact that the defendants allowed their corporation to lapse while continuing to do business, and the clients that utilize Technologic as an illegal dialing platform leaves little doubt that they were intentional. Further confirming that the calls were no accident, Defendant placed no less than 198 of them to Plaintiff. *Id.* ¶ 41. Additionally, looking at the clients of Technologic USA, which have been repeatedly sued by the FTC and other state regulatory agencies indicates that

1 Technologic is intentionally and knowingly was used to make illegal telemarketing calls.

2 Express aiming: The express aiming “requirement is satisfied when the defendant is
3 alleged to have engaged in wrongful conduct targeted at a plaintiff whom the defendant knows to
4 be a resident of the forum state.” *Bancroft & Masters v. Augusta Nat’l*, 223 F.3d 1082, 1087 (9th
5 Cir. 2000). Here, Defendant’s intentional acts included more than 198 telemarketing robocalls to
6 Plaintiff Cunningham from a business operated in California from California phone numbers,
7 Compl. ¶ Exhibit G. Defendant’s intentional acts further included telemarketing robocalls to
8 Plaintiff using phone numbers bearing California area codes. *Id.* ¶¶ Ex G

9 Foreseeable harm: The third and final element of purposeful direction is met because
10 Defendant reasonably knew that the harm from its illegal telemarketing from a California
11 business, using California phone numbers *id.* ¶ Ex G and by calling from California phone
12 numbers would be felt in California. The intentional, expressly aimed acts—the calls—are the
13 very basis of the liability and damages in this case. *See Gordon v. DTE Energy*, 680 F. Supp. 2d
14 1282, 1286 (W.D. Wash. 2010); *j2 Glob. Communs., Inc. v. Blue Jay, Inc.*, No. C 08-4254 PJH,
15 2009 U.S. Dist. LEXIS 1616, at *26-27 (N.D. Cal. Jan. 5, 2009) (Defendant knew or should have
16 known that his conduct would cause plaintiff to suffer harm in California.).

17 **Second**, the constitutional requirement of relatedness is satisfied for reasons similar to
18 those for which the foreseeability sub-test of the purposeful-direction test is met. Because
19 Plaintiff would not have been injured but for Defendant’s California-related conduct, relatedness
20 is satisfied. *See Doe v. Unocal Corp.*, 248 F.3d 915, 924 (9th Cir. 2001) (“but for” test). But for
21 Defendant’s calls from a California business, from a California businessperson and from
22 California phone numbers, Compl. ¶¶ 24, (Ex G) the TCPA violations alleged herein would not
23 have occurred, *id.* ¶¶ 26-32, and Plaintiff would not have been bombarded, surprised, frustrated,
24 interrupted, harassed, distracted from their clients and subjected to a nuisance, *id.* ¶¶ 24,36-40

25 **Third**, the jurisdictional element of fair play is satisfied because requiring Defendant to
26 defend in California is not unreasonable. Once Plaintiff have made a prima facie showing that
27 specific jurisdiction exists, the burden shifts to Defendant to “present a compelling case that the
28

1 presence of some other considerations would render jurisdiction unreasonable.” *Am. Auto. Ass’n,*
 2 *Inc. v. Darba Enters., Inc.*, No. C 09-00510 SI, 2009 U.S. Dist. LEXIS 37564, at *17 (N.D. Cal.
 3 Apr. 21, 2009) (quoting *Core-Vent Corp. v. Nobel Indus. AB*, 11 F.3d 1482, 1487 (9th Cir.
 4 1993)). Defendant has failed to carry this burden.

5 Seven factors are balanced to determine if the exercise of jurisdiction is unreasonable: (1)
 6 the extent of purposeful interjection by the defendant into the forum, (2) the burden on the
 7 defendant of defending in the forum, (3) the extent of conflict with the sovereignty of the
 8 defendant’s home state, (4) the forum state’s interest in adjudicating the dispute, (5) the most
 9 efficient judicial resolution of the controversy, (6) the importance of the forum to the plaintiff
 10 interests in convenient and effective relief, and (7) the existence of an alternate forum. *Gordon*,
 11 680 F. Supp. 2d at 1286. Here, these factors fail to establish unreasonableness.

12 Purposeful interjection: Defendant purposefully interjected itself into California for the
 13 same reasons that the intentionality and express-aiming prongs of the purposeful-direction test
 14 are satisfied, as discussed above.

15 Burden on defendant: Defendant must show that the inconvenience of litigating in
 16 California is “so great as to constitute a deprivation of due process” so as to “overcome clear
 17 justifications for the exercise of jurisdiction.” *Am. Auto. Ass’n*, 2009 U.S. Dist. LEXIS 37564, at
 18 *18 (quoting *Panavision Int’l, L.P. v. Toeppen*, 141 F.3d 1316, 1323 (9th Cir. 1998)). Here, the
 19 burden of defending in California, rather than in Wyoming, is slight. *See Am. Auto. Ass’n*, 2009
 20 U.S. Dist. LEXIS 37564, at *6 (“[A]dvances in technology and discounted airfare do not make it
 21 unreasonable for defendant to litigate in California.”).

22 Sovereignty: Few, if any, sovereignty concerns are implicated by California’s exercise of
 23 personal jurisdiction over Defendant. The TCPA is a federal statute. 47 U.S.C. § 227.

24 Interest of forum state: California has a strong interest in protecting California businesses
 25 and consumers from nonconsensual telemarketing robocalls knowingly targeting them in
 26 California from California area codes.

27 Efficient resolution: When evaluating this factor, courts focus on “the location of the
 28

evidence and the witnesses. It is no longer weighed heavily given the modern advances in communication and transportation.” *Am. Auto. Ass’n*, 2009 U.S. Dist. LEXIS 37564, at *20 (citing *Panavision*, 141 F.3d at 1323). The Defendant’s documents are generally in the forum state. It is likely that many of Defendant’s documents are in California as well, most of this evidence is likely electronically stored and thus efficiently transferrable. Defendant’s deposition would be taken in California. Accordingly, the Central District of California is an efficient forum for this case.

Burden on plaintiff to litigate elsewhere: Plaintiff, although a Texas resident, Compl. ¶ 1 is not a California resident, he has no connection to Wyoming, the state of Defendant’s former citizenship, *id.* ¶ 2. Plaintiff would be unreasonably burdened by having to litigate there or elsewhere outside of California.

Alternate forum: Defendant has failed to establish the propriety of an alternate forum.

Thus, courts in the Ninth Circuit and throughout the country have found the exercise of specific personal jurisdiction proper in cases involving alleged TCPA violations based on calls made to a plaintiff’s phone in the forum state—as in the case at bar. *E.g.*, *Drew v. Lexington Consumer Advocacy, LLC*, No. 16-cv-00200-LB, 2016 U.S. Dist. LEXIS 52385, at *7 (N.D. Cal. Apr. 18, 2016) (“[The defendant] purposefully directed its activities [to] and availed itself to the benefits of California law by sending the alleged text messages to [the plaintiff].”); *Luna v. Shac, LLC*, No. C14-00607 HRL, 2014 WL 3421514, at *4 (N.D. Cal. July 14, 2014); *Baker v. Caribbean Cruise Line, Inc.*, No. CV 13-8246-PCT-PGR, 2014 U.S. Dist. LEXIS 28960, at *5-6 (D. Ariz. Mar. 6, 2014); *Hudak v. Berkley Grp., Inc.*, No. 3:13-cv-00089-WWE, 2014 WL 354676, at *2-3 (D. Conn. Jan. 23, 2014); *Branham v. ISI Alarms, Inc.*, No. 12-CV-1012 (ARR) (MDG), 2013 U.S. Dist. LEXIS 124933, at *28 (E.D.N.Y. Aug. 30, 2013) (“[S]ince the TCPA is essentially a strict liability statute . . . defendants reasonably should have anticipated that the use of [an automated] system to call a New York cell-phone number could subject them to being haled into court in New York.” (internal quotation marks and alteration marks omitted)).

1 **iii. Service of Process**

2 Under the Federal Rules of Civil Procedure, Defendant was properly served with process.
 3 Under Federal Rule of Civil Procedure 4(h), a corporation may be served “by delivering a copy
 4 of the summons and of the complaint to an officer, a managing or general agent, or any other
 5 agent authorized by appointment or by law to receive service of process and—if the agent is one
 6 authorized by statute and the statute so requires—by also mailing a copy of each to the
 7 defendant.” Additionally, on July 20th, 2019, Plaintiff’s process server served the complaint,
 8 summons and other initiating papers on Defendants corporate officer personally. Aff. Service,
 9 Dkt. No. 6. On July 9th, 2019 the process server then mailed a copy to Defendant served the
 10 Wyoming Secretary of State and attempted service at the last known business address in
 11 Wyoming. Further still, a letter containing the complaint was mailed certified mail on July 9th
 12 2019. Aff. Service, Dkt 7. Thus, Plaintiff effected service under Rule 4(h).

13 The reason that service occurred at a different address than that listed in the complaint,
 14 *see* Compl. ¶ 2 (“can be served at 109 E. 17th Street ste 5039, Cheyenne, WY 82001”), is that
 15 Defendant has failed to maintain an up-to-date address with the Wyoming Secretary of State and
 16 based on their address listed on their bank records, the Plaintiff attempted service at 109 E 17th
 17 Street, ste 5039 as well as 1621 Central Ave., Cheyenne, WY 82001. *Compare* Cunningham
 18 Decl. ¶ & Ex. D (1621 Central Ave., Cheyenne, WY 82001 on Department of State’s website),
 19 *with id.* & Ex. Dkt 7, page 4 (process server’s affidavit of due diligence stating “Corporation is
 20 no longer at address and has no registered agent”).

21 **B. The *Eitel* Factors Weigh in Favor of Granting Default Judgment in the Case at**
 22 **Bar**

23 In the Ninth Circuit, a court analyzes the following “*Eitel* factors” in determining
 24 whether to grant a default judgment:

- 25 (1) the possibility of prejudice to the plaintiff, (2) the merits of
 26 plaintiff’s substantive claim, (3) the sufficiency of the complaint,
 27 (4) the sum of money at stake in the action[,], (5) the possibility of

a dispute concerning material facts[,] (6) whether the default was due to excusable neglect, and (7) the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

Eitel v. McCool, 782 F.2d 1470, 1471-72 (9th Cir. 1986) (citation omitted). Under this rubric and *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917-18 (9th Cir. 1987) (at default judgment, all factual allegations in complaint accepted as true, except those allegations relating to amount of damages), the Court should grant default judgment against Defendant and in favor of Plaintiff.

i. Without a Default Judgment, Plaintiff Will Be Unfairly Denied Relief

The first *Eitel* factor considers whether Plaintiff will suffer prejudice if a default judgment is not entered. *PepsiCo, Inc. v. California Sec. Cans*, 238 F. Supp. 2d 1172, 1177 (C.D. Cal. 2002). Here, Defendant was made aware of its unlawful conduct when it was personally served with the summons and complaint. Dkt. No. 6 and 7. Nevertheless, it failed to appear and defend against this action. In the absence of a default judgment, Plaintiff will be unfairly prejudiced because they will be unable to obtain a decision on the merits and will be effectively denied all relief. *Mabeza v. Ashfield Mgmt. Servs., LLC*, No. 17-cv-1946-AJB-KSC, 2018 U.S. Dist. LEXIS 45849, at *3-4 (S.D. Cal. Mar. 20, 2018); *Lexington Consumer Advocacy*, 2016 U.S. Dist. LEXIS 52385, at *9-10; *Trindade v. Reach Media Grp., LLC*, No. 5:12-cv-04759-PSG, 2014 U.S. Dist. LEXIS 98180, at *6 (N.D. Cal. July 18, 2014).

Moreover, “the TCPA expressly provides for the award of statutory damages, which further supports a finding that [the p]laintiff will be unfairly prejudiced (and [the d]efendant’s conduct will not appropriately be deterred) if default judgment is not entered.” *Righetti v. Auth. Tax Servs., LLC*, No. C-14-0146 EMC, 2015 U.S. Dist. LEXIS 87400, at *6 (N.D. Cal. July 6, 2015).

The first factor, therefore, weighs in favor of the entry of a default judgment.

ii. The Complaint States Each Element of the Three Prima Facie TCPA Claims

The second and third *Eitel* factors favor default judgment where the complaint

sufficiently states a claim for relief under the “liberal pleading standards embodied in rule 8” of the Federal Rules of Civil Procedure. *Danning v. Lavine*, 572 F.2d 1386, 1389 (9th Cir. 1978). In the pre-discovery phase, general allegations in a TCPA case are sufficient. *Robbins v. Coca-Cola-Co.*, No. 13-cv-132-IEG NLS, 2013 U.S. Dist. LEXIS 72725, at *7 (S.D. Cal. May 22, 2013). Here, Plaintiff have alleged and supported their three TCPA claims with more than adequate specificity. *Compare Ex G ¶ tbl.* (date, caller ID, called number, and sworn testimony authenticating the business records from phone service provider Connexum that has Technologic as a client for every one of the 198 calls on which this motion is based, See Christopher Hall Deposition page 16, lines 16-23, page 8, lines 1-8, pages 11, line 23-25, page 12, lines 1-25, page 21, line 22-25, page 22, lines 7-18); *and* Cunningham Decl. ¶ page 1 para 19-26; *with Auth. Tax Servs.*, 2015 U.S. Dist. LEXIS 87400, at *7-8 (“The factual allegations in Righetti’s complaint are detailed, including the specific telephone numbers Authority Tax apparently called her from, and the precise date she received these calls.”). In particular, Plaintiff have adequately and specifically stated claims for:

- first, non-emergency robocalls to cellular telephones in violation of 47 U.S.C. § 227(b)(1)(A), Compl. ¶¶ First Count for relief;
- second, non-emergency robocalls to residential telephones in violation of 47 U.S.C. § 227(c)(5), Compl. ¶¶ Second Count for relief; and
- third Count for relief, State law violations of the Texas Business and Commerce code 305.053.

Claim one: The elements of the first claim are: “(1) the defendant called a cellular telephone number; (2) using an automatic telephone dialing system [or artificial or prerecorded voice]; (3) without the recipient’s prior express consent.” *L.A. Lakers, Inc. v. Fed. Ins. Co.*, 869 F.3d 795, 803-04 (9th Cir. 2017); *see also* 47 U.S.C. § 227(b)(1) (“It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States—(A) to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system

1 or an artificial or prerecorded voice . . . (iii) to any telephone number assigned to a . . . cellular
 2 telephone service.”). “Prior express consent” under the TCPA must be “clearly and unmistakably
 3 stated.” *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 955 (9th Cir. 2009). Plaintiff
 4 complaint pleads each element of the first claim: (1) Defendant called a cellular telephone
 5 number, Compl. ¶¶ 26 & Ex G, (2) using an automatic telephone dialing system or artificial or
 6 prerecorded voice, *id.* ¶¶ 26 & Ex G, (3) without the recipient’s prior express consent, *id.* ¶¶ 26
 7 & Ex G.; *see Lexington Consumer Advocacy*, 2016 U.S. Dist. LEXIS 52385, *15-16 (when
 8 defendant fails to provide any evidence of consent, plaintiff’s claims of lack of consent suffice at
 9 default judgment); *Charkchyan v. EZ Capital, Inc.*, No. 2:14-cv-03564-ODW(ASx), 2015 U.S.
 10 Dist. LEXIS 76560, at *7-8 (C.D. Cal. June 11, 2015) (“Prior express consent of the called party
 11 is an affirmative defense for which the defendant bears the burden of proof.” (internal quotation
 12 marks omitted)). Moreover, Plaintiff’ complaint pleads the absence of an emergency, *id.* ¶ 31,
 13 and the presence of the parties in the United States during the calls, *id.* ¶¶ 1.

14 Claim two: The elements of the Second claim are: (1) the defendant called a residential
 15 telephone number (2) at least twice in any 12-month period (3) for initiating any telemarketing
 16 solicitation. (4) without maintaining minimum procedures for maintaining a list of person who
 17 request not to receive telemarketing calls made by or on behalf of the person or entity, with a
 18 minimum of: 1- A written policy. 2- Training of personnel engaged in telemarketing 4-
 19 Identification of sellers or telemarketers 47 U.S.C. § 227(c); *Jones v. Royal Admin. Servs.*, No.
 20 15-17328, 2018 U.S. App. LEXIS 8587, at *7-8 (9th Cir. Apr. 4, 2018); 47 C.F.R. §
 21 64.1200(c)(2), and *Charvat v. NMP, LLC*, 656 F.3d 440 (6th Cir. 2011).
 22 (e) (DNC regulations also applicable to calls to wireless telephone numbers). Plaintiff’ complaint
 23 pleads each element of the third claim: (1) Defendant called Plaintiff Cunningham’s residential
 24 telephone number, Compl. ¶¶ 26-28 Ex G, (2) More than twice in a 12 month period, *id.* ¶¶ 26-
 25 28 Ex G, (3) for the purpose of telemarketing solicitation *id.* ¶¶ 24, 26-28 Ex G, (4) without
 26 maintaining any of the required procedures of 47 CFR 64.1200(d) 1,2, or 4. *id.* ¶¶ 27-28.

27 Claim three: The elements of the second claim are: (1) the defendant called a residential
 28

1 telephone number, (2) using an artificial or prerecorded voice, (3) without the recipient's prior
 2 express consent. 47 U.S.C. § 227(b)(1)(B). Plaintiff complaint pleads each element of the
 3 second claim: (1) Defendant called a residential telephone number, Compl. ¶¶ 27, 39-40, 46 tbl.,
 4 (2) using an artificial or prerecorded voice, *id.* ¶¶ 1, 39-40, 46 tbl., (3) without the recipient's
 5 prior express consent, *id.* ¶¶ 39 & 46 tbl.

6 7 **iii. The Sum of Money at Stake Is Appropriate for Default Judgment**

8 “[T]he sum of money at stake in this action is particularly appropriate for resolution on
 9 default judgment because TCPA damages are specifically set by statute.” *Auth. Tax Servs.*, 2015
 10 U.S. Dist. LEXIS 87400, at *7 (TCPA). That general rule is so even for judgments approaching
 11 one million dollars or more. *DFSB Kollektive Co., Ltd. v. Bing Yang*, No. C 11-1051 CW, 2013
 12 U.S. Dist. LEXIS 46096, at *34-35 (N.D. Cal. Mar. 28, 2013).

13 Thus, in TCPA cases, a high six-figure demand does not cause the sum-at-stake factor to
 14 weigh against granting default judgment. *Heidorn v. BDD Mktg. & Mgmt. Co.*, No. C-13-00229
 15 JCS, 2013 U.S. Dist. LEXIS 177166, at *29-30 (N.D. Cal. Aug. 19, 2013). Indeed, courts around
 16 the country have granted six-figure default judgments in TCPA cases. *E.g.*, *Cunningham v.*
 17 *Enagic USA, Inc.*, Civ. Case No. 15-00847, at *1-2 (Jan. 16, 2018 M.D. Tenn.) (Dkt. No. 274)
 18 (granting \$259,500 default judgment allocated across several defendants, including \$195,000
 19 allocated to two defendants jointly and severally); *Cunningham v. Montes*, No. 16-cv-761-jdp,
 20 2017 U.S. Dist. LEXIS 111115, at *6 (W.D. Wis. July 18, 2017) (\$176,450), *rev'd on other*
 21 *grounds*, 883 F.3d 688 (7th Cir. 2018), *Cunningham v Select Student Loan Help, LLC* 3:15-cv-
 22 0554, (M.D. Tennessee, June 28th 2018), default judgment of \$249,000 .

23 When plaintiff plead revoked consent, courts find that treble damages are appropriate at
 24 default judgment. *Mabeza*, 2018 U.S. Dist. LEXIS 45849, at *8. *A fortiori*, when, as here,
 25 Plaintiff plead the absence of any consent in the first place, Compl. ¶ 24, and the purpose built
 26 illegal telemarketing design of the company warrants treble damages are appropriate to deter
 27 further illegal telemarketing. The Plaintiff notes that all of the clients of Technologic are illegal

1 telemarketers that have had regulatory action taken against them by the FTC, and multiple state
2 regulatory bodies for illegal telemarketing.

3 Courts have also found treble damages appropriate in TCPA cases at default judgment
4 when defendants have called plaintiff an outrageous number of times. *E.g., Cunningham v. First*
5 *Class Vacations, Inc.*, Civil No. 3:16-cv-2285, at *3 (M.D. Tenn. Mar. 1, 2018) (recommending
6 award of treble damages, \$49,500 in total, based in part on volume of calls). In *First Class*
7 *Vacations*, the volume of calls was 33. *Id.* Here, it is 198. Compl. ¶ 46.

8 **iv. A Dispute Concerning Material Facts Is Unlikely**

9 There are no disputed material facts. “Upon entry of default, all well pleaded facts in the
10 complaint are taken as true, except those relating to damages.” *PepsiCo*, 238 F. Supp. 2d at
11 1177. Here, Plaintiff have alleged sufficient facts to support their claims, as shown above.
12 Moreover, because Defendant failed to participate in litigation, the clerk entered default against
13 it. Dkt. No. 9. The result is that all well-pleaded facts (except as to damages) are taken as true.
14 *TeleVideo*, 826 F.2d at 917-18. Thus, there is no dispute of material facts and this factor favors
15 the entry of default judgment against Defendant.

16 **v. The Default Was Not Due to Excusable Neglect**

17 In *Eitel*, there was both a factual dispute and excusable neglect. *Eitel*, 782 F.2d at 1472.
18 There, the defendant disputed material facts in the (untimely) answer and counterclaim. *Id.*
19 Moreover, the defendant’s response was late because the parties had previously agreed to “what
20 appeared to be a final settlement agreement” and the defendant “reasonably believed that the
21 litigation was at an end.” *Id.* Because of his reasonable reliance and prompt response when the
22 agreement dissolved, the defendant’s failure to respond timely appeared due to excusable
23 neglect. *Id.*

24 Here, there is no indication that Defendant allowed its default to be taken as a result of
25 excusable neglect. As discussed above, despite Defendant’s failure to maintain their legal status
26 with the Wyoming Secretary of State and keep the Secretary of state apprised of its address,
27 Plaintiff process server located and served Defendant via corporate officer. After being served
28

1 with the complaint, Defendant simply failed to respond or even participate in defending itself.
 2 Plaintiff counsel has not heard from Defendant or counsel representing it. Cunningham Decl. ¶
 3 page 2. There is no basis for finding that Defendant's neglect was excusable. Consequently, this
 4 factor weighs in favor of the entry of default judgment. *See Mabeza*, 2018 U.S. Dist. LEXIS
 5 45849, at *10-11 (when nothing suggests excusable neglect, factor weighs in favor of default
 6 judgment).

7 **vi. There Is No Likelihood of a Decision on the Merits**

8 Although default judgment is disfavored, a decision on the merits is impractical, if not
 9 impossible, when the defendant takes no part in the action. *Penpower Technology Ltd. v. S.P.C.*
 10 *Technology*, 627 F. Supp. 2d 1083, 1093 (N.D. Cal. 2008). Given that Defendant has failed to
 11 respond, the general preference for resolution on the merits is not equally applicable. *Mabeza*,
 12 2018 U.S. Dist. LEXIS 45849, at *11; *Lexington Consumer Advocacy*, 2016 U.S. Dist. LEXIS
 13 52385, at *28 (“[The defendant] has failed to respond, correspond with the court, or otherwise
 14 mount any form of defense despite being served with the relevant papers. Because of its refusal
 15 to participate, litigation on the merits does not appear possible. This factor consequently supports
 16 default judgment.”).

17 Thus, the weight of the *Eitel* factors favors the entry of default judgment in this case.

18 **C. The Relief Sought Is Documented in Detail and Appropriate Under the**
 19 **Circumstances**

20 **i. Damages**

21 The damages sought in this cases are specified by statute, documented in detail, and
 22 warranted by the facts and circumstances of the case.

23 On a motion for default judgment in a TCPA case, a plaintiff's “burden to prove up the
 24 amount of damages is minimal because the TCPA provides for the award of statutory damages.”
 25 *Auth. Tax Servs.*, 2015 U.S. Dist. LEXIS 87400, at *8. This conclusion is unchanged by the
 26 number of calls for which damages are sought. *Id.* at *9 (what matters is whether the prima facie
 27 elements are pleaded for each violation, not the number of violations).

As discussed above in the context of the sum-at-stake *Eitel* factor, treble damages of \$1,500 per violation are warranted here because Defendant's violations were knowing or willful. 47 U.S.C. § 227(b)(3); *id.* § 227(c)(5). Intent to violate the statute is not required for treble damages. *Roylance v. ALG Real Estate Servs.*, No. 5:14-cv-02445-PSG, 2015 U.S. Dist. LEXIS 44930, at *31-34 (N.D. Cal. Mar. 16, 2015); *see also Alea London Ltd. v. Am. Home Servs.*, 638 F.3d 768, 776 (11th Cir. 2011) (malice and wantonness not required). So long as the defendant knows the facts underlying the offense, it can be held liable for treble damages—ignorance of the law is no excuse. *Charvat v. Ryan*, 879 N.E.2d 765, 767 (Ohio 2007). That is so even when the defendant made just one illegal call and made a good-faith attempt to comply with the law. *Id.* at 768. "The TCPA is neither a criminal nor a highly technical statute and thus ignorance of the law is no defense." *Id.* at 770. Similarly, the FCC, the agency vested by Congress with authority to interpret the TCPA, has ruled that, to be found willful, the "violator need not know that his action or inaction constitutes a violation; ignorance of the law is not a defense or mitigating circumstance." *In re: Dynasty Mortgage L.L.C.*, 22 FCC Rcd. 9453, 9470 ¶ 45 n.86 (2007).

Here, 198 of the calls occurred with the Defendants on notice that he didn't want to receive calls through a purpose built illegal dialing platform designed to hide the defendant's conduct. This is the sort of behavior that made the TCPA's sponsor described unwanted robocalls as "the scourge of modern civilization. They wake us up in the morning; they interrupt our dinner at night; they force the sick and elderly out of bed; they hound us until we want to rip the telephone out of the wall." 137 Cong. Rec. 30,821 (1991) (statement of Sen. Hollings).

The foregoing facts and authorities and the table in the complaint, Compl. ¶ 24; Cunningham Decl. ¶ 5, and the Deposition of Christopher Hall (Ex F), and attached spreadsheet of calls from Technologic (Ex G) demonstrate Plaintiff's entitlement to statutory damages as follows:

	Craig Cunningham	
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- 18 -

		Craig Cunningham	
1			
2	Claim one, 47 U.S.C. §	\$1500 x 198 automated	
3	227(b)(1)(A)	calls to the Plaintiff's Phone	
4		numbers = \$297,000	
5	Claim two, 47 U.S.C. §	\$1,500 x 198 prerecorded	
6	227(c)(5); 47 C.F.R. §	calls to Plaintiff's Phone	
7	64.1200(d)(1),(2),(4)	numbers = \$297,000	
8	Claim three, Texas Business	\$1500 x 198 telemarketing	
9	and Commerce Code 305.053	calls to the Plaintiff's phone	
10	for caller ID spoofing in	numbers = \$297,000	
11	violation of 47 USC 227 (e)(1)		
12	Total	\$891,000	

For no call does either Plaintiff claim multiple 47 U.S.C. § 227(b) or multiple 47 U.S.C. § 227(c) violations. For calls that violated both § 227(b) and § 227(c), both violations are claimed, in accordance with the statutory language and case law. *Charvat v. NMP, Ltd. Liab. Co.*, 656 F.3d 440, 447-49 (6th Cir. 2011); *Lexington Consumer Advocacy*, 2016 U.S. Dist. LEXIS 52385, at *32-34; *Roylance*, 2015 U.S. Dist. LEXIS 44930, at *28. For Every call, the Plaintiff claims damages of 47 USC 227(e)(1) which is actionable through Texas state law 305.053 of the business and commerce code.

ii. Costs

Plaintiff seek reimbursement of costs totaling \$450, representing the \$400 filing fee, Dkt. No. 1, and \$50 for service of process, Cunningham Decl. ¶ page 2, para 13-15. *See* 28 U.S.C. § 1920; Fed. R. Civ. P. 54(d).

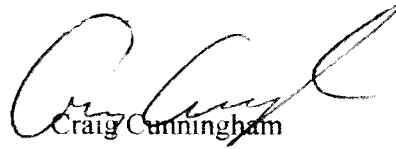
IV. CONCLUSION

Defendant decided to create an illegal telemarketing platform catering to the worst telemarketers in the United States blasting billions of calls across the country for years without their consent. Defendant knew what they were doing, knew it was wrong, and has actively

1 attempted to conceal their activities. Defendant decided not to defend this lawsuit. Accordingly,
2 entry of default judgment against Defendant is appropriate. Plaintiff Cunningham should be
3 awarded \$886,500, which was requested in the complaint. Plaintiff miscalculated and omitted a
4 few calls in his demand, and shall not seek more than he originally asked for in the complaint.
5 Plaintiff should be awarded costs of \$450. As required by Federal Rule of Civil Procedure 54(c),
6 those amounts do not differ in kind from, or exceed in amount, what is demanded in the
7 pleadings. Compl. ¶¶ D, E, G.

8
9 RESPECTFULLY SUBMITTED AND DATED this 28th day of August 2019

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13 By:


Craig Cunningham

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15 *Plaintiff, Pro-se*
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UNITED STATES DISTRICT COURT
Central District of California (Western Division-Los Angeles)

Craig Cunningham

Plaintiff,

v.

Technologic USA, Inc., et al

Defendant.

Case 2:19-cv-05597-FMO-MRW

ORDER ON A MOTION

JUDGE FERNANDO OLGUIN

Magistrate Judge: Hon. Michael Wilner

Order on a Motion

On the foregoing motion for a Default Judgment, the motion is hereby Granted/Denied

Judge _____

Date _____

Craig Cunningham,
3000 Custer Road, ste 270-206
Plano, Tx 75075
615-348-1977, Projectpalehorse@hushmail.com

Plaintiff, Pro-se

UNITED STATES DISTRICT COURT
Central District of California (Western Division-Los Angeles)

Craig Cunningham

Plaintiff,

v.

Technologic USA, Inc., et al

Defendant.

Case 2:19-cv-05597-FMO-MRW

**PLAINTIFF'S AFFIDAVIT IN SUPPORT
OF THE PLAINTIFF'S MOTION FOR
DEFAULT JUDGMENT**

JUDGE FERNANDO OLGUIN
Magistrate Judge: Hon. Michael Wilner

My name is Craig Cunningham, and I am the Plaintiff in this case.

I am a 2003 graduate of West Point.

I served as an active duty Army officer for 5.5 years and left with an honorable discharge.

I am over the age of 18 and have never been convicted of a felony or crime of moral turpitude.

I am making this affidavit based on my personal knowledge and investigation.

I am writing this affidavit in support of the Plaintiff's Motion for default Judgment against

Technologic USA, Inc.

Default was entered against the Defendant Technologic USA, Inc., on 8/15/2019 for the

Plaintiff's original complaint Docket 1.

Defendant has not appeared in this action and has failed to respond to the complaint in the time
permitted by law.

The Defaulting party is not a minor or incompetent person.

1 The Servicemembers Civil Relief Act does not apply as the defaulting party is a corporation and
2 not a natural person.

3 I have not been contacted by the Defendant or anyone representing them.

4 I have recieved over 198 illegal telemarketing calls to my cell phones in 2015 and 2016 from
5 Technologic USA, Inc.

6
7 I previously sued Michael Montes, a known telemarketer who used Technologic USA to make
8 illegal telemarketing calls to myself and in the course of that litigation discovered that a phone
9 company named Connexum was providing long distance calls for Technologic USA, Inc. My
10 attorney in that case deposed the 30(b)(6) corporate representative of Connexum and a true copy
11 of that deposition is included as an exhibit in this case, (Ex F) and an exhibit to that deposition is
12 included, which is a spreadsheet of the calls (Ex G) authenticated as business records in the
13 deposition by the corporate representative of the phone company which lists 198 calls from
14 Technologic USA, Inc., a customer of Connexum. Based on these phone records, I concluded
15 that at least 198 calls were placed by Technologic USA.

16
17 These calls and caller ID's do match my phone records and at no time did I ever consent to
18 receive automated calls, calls containing pre-recorded messages, and the identity of the caller
19 wasn't made known during the calls.
20

21 The calls interrupted my gym workouts, private time with my family, business interests, and
22 general life for years. I was surprised and frustruated by the persistency of these telemarketers
23 and how determined they were to bother me, so I decided to take action and investigate these
24 illegal activities. I considered the calls to be a nuisance and harassment. At no time was any call
25 ever related to any emergency purpose.
26
27
28

1 I paid \$50 to have Julie Bridge served with a copy of the lawsuit via process server. (Ex H) is a
2 true copy of the receipt.

3 I paid \$400 to file this lawsuit as a filing fee.

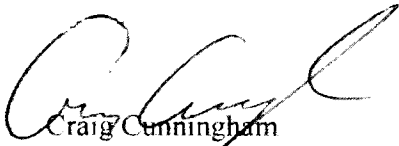
4 I determined that Julie Bridge was the corporate officer based on bank records and a signature
5 card for Technologic which I obtained via subpoena. (Ex B) I also determined that Julie Bridge
6 was receiving payments from Technologic as her fee as a corporate officer at least through June
7 of 2018 (Ex A)

9 I attempted to serve Technologic via their most recent listed address on the secretary of state's
10 website, upon the secretary of state, and upon the corporate officer Julie Bridge. I was able to
11 effectuate service upon the Secretary of State and the corporate officer. The other addresses were
12 bad addresses and the registered agent resigned.

14 I have not heard anything from any of the defendants despite the service of process of this
15 lawsuit.

16 Each of the exhibits are true and correct copies of the originals.

17 I declare under the penalty of perjury that the foregoing is true and correct. Executed on
18 8/28/2019

21
22
23 
24
25
26
27
28

UNITED STATES DISTRICT COURT
Central District of California (Western Division-Los Angeles)

Craig Cunningham

Plaintiff,

v.

Technologic USA, Inc., et al

Defendant.

Case 2:19-cv-05597-FMO-MRW

**PLAINTIFF'S CERTIFICATE OF
SERVICE**

JUDGE FERNANDO OLGUIN

Magistrate Judge: Hon. Michael Wilner

I hereby certify that a true copy of the foregoing was sent via USPS first class mail to the
Defendants in this case to 1621 Central Ave., Cheyenne, WY 82001.


Craig Cunningham

Plaintif, Pro-se,

3000 Custer Road, ste 270-206 Plano Tx 75075

Exhibit A Checking Account Withdrawl

Withdrawal

REDE Page 2 of 2

(Check One)



Checking



Savings



Money Market Access



Command

1587



Account Number

*

8060

Date

7-31-18

Please print: Name

Julie Bridge

Please print: Street Address, City, State, Zip Code

I authorize this withdrawal from the account listed above.
Please sign in teller's presence. Two forms of ID may be required.

seven hundred & fifty

Dollars

\$

750.00

Bank Use Only (When SVT Is Not Available)

TLR8586 (04/15) wf0115 80069457

Customer Id:	Exp. date	Token Verified (✓) <input type="checkbox"/>	Approval:
--------------	-----------	---	-----------

⑈ 1587 ⑈ ⑈ 500000694⑈

2447891829

Wells Fargo Internal Use When Blank
Wells Fargo Confidential When Completed

REQUEST 00007417693000000 750.00
 ROLL ECIA 20180731 000002447891829
 JOB ECIA E ACCT 1140007291038060
 REQUESTOR A956924
 20840070 11/15/2018 Research 20846306

Summons and Subpoenas Department
 D1111-016
 Charlotte NC 28201

Exhibit B Signature Card

Business Account Application



Bank Name: WELLS FARGO BANK, N.A.		Store Name: UPLAND TOWN CENTER	
Banker Name: SAMUEL DJANNIE		Officer/Portfolio Number: CB138	Date: 05/05/2015
Banker Phone: 909/608-2600	Store Number: 03962	Banker AU: [REDACTED]	Banker MAC: [REDACTED]

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

New Account Information

☒ New Deposit Account(s) Only ☐ New Deposit Account(s) and Business Credit Card

Account 1 Product Name: Wells Fargo Business Choice Checking			Purpose of Account 1: General Operating Account	
COD: 114	Product: DDA	Account Number: [REDACTED] 8060	Opening Deposit: [REDACTED]	Type of Funds: CACK
New Account Kit: [REDACTED]			Checking/Savings Bonus Offer Available: NO	

Related Customer Information

Customer 1 Name: TECHNOLOGIC USA INC		Account Relationship: Sole Owner
Enterprise Customer Number (ECN): 218028452050713		
Customer 2 Name: JULIE K BRIDGE		Account Relationship: Signer
Enterprise Customer Number (ECN): 184454112211217		

Checking/Savings Statement Mailing Information

Name(s) and Information Listed on Statement: TECHNOLOGIC USA INC	Statement Mailing Address: 116 EUCLID PL	
	Address Line 2:	
	City: UPLAND	State: CA
	ZIP/Postal Code: 91786-6540	Country: US



Business Account Application

Customer 1 Information

Customer Name: TECHNOLOGIC USA INC			Street Address: 1621 CENTRAL AVE		
Enterprise Customer Number (ECN): 218028452050713			Address Line 2:		
Account Relationship: Sole Owner			Address Line 3:		
Taxpayer Identification Number (TIN): [REDACTED] 7888		TIN Type: EIN	City: CHEYENNE		State: WY
Business Type: Corporation Type S			ZIP/Postal Code: 82001-4531		Country: US
Business Sub-Type/Tax Classification: Corporation		Non-Profit: No	Business Phone: [REDACTED] 2974		Fax:
Date Originally Established: 04/24/2015	Current Ownership Since:	Number of Employees: 1	Cellular Phone:		Pager:
Annual Gross Sales: \$500,000.00	Year Sales Reported: 05/05/2015	Fiscal Year End:	e-Mail Address: Julie@technologic.com.bz		
Primary Financial Institution:		Number of Locations: 1	Website:		
Primary State 1: CA	Primary State 2: NV	Primary State 3: CT	Sales Market: NATIONAL		
Primary Country 1:	Primary Country 2:	Primary Country 3:			
Industry: Information/Media					
Description of Business: Wholesale Telecommunication Services					
Major Suppliers/Customers:					

Bank Use Only

Name/Entity Verification: Articles of Incorporation		Address Verification: FP/FD		BACC Reference Number: 6151250003166	
Document Filing Number/Description: 2015000685940		Filing Country: US	Filing State: WY	Filing Date: 04/29/2015	Expiration Date:
Country of Registration: US	State of Registration: WY	International Transactions:		Check Reporting: NO RECORD	

Customer 1 Name: TECHNOLOGIC USA INC	Internet Gambling Business?: No
---	------------------------------------



Owner/Key Individual 1 Information

Customer Name: JULIE K BRIDGE			Residence Address: 116 EUCLID PL		
Business Relationship: Key Executive with Control of the Entity			Address Line 2:		
Position/Title: realtor	Date of Birth: [REDACTED] 1964	Enterprise Customer Number (ECN): 184454112211217	Address Line 3:		
Taxpayer Identification Number (TIN): [REDACTED] 3995		TIN Type: SSN	City: UPLAND		State: CA
Primary ID Type: DLIC	Primary ID Description: U0106519		ZIP/Postal Code: 91786-6540		Country: US
Primary ID St/Ctry/Prov: CA	Primary ID Issue Date: 10/08/2014	Primary ID Expiration Date: [REDACTED] /2019	Check Reporting: NO RECORD		
Secondary ID Type: OTHR DC	Secondary ID Description: WF VISA				
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 06/30/2015			
Country of Citizenship: US	Permanently Resides in US.				



Certificate of Authority

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

- A. The Customer's use of any Bank deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.**
- B. Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers - Signature Capture" section of this Application is authorized on such terms as the Bank may require to:
- (1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);
 - (2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");
 - (3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
 - (4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.
- C. If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.
- D. Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.
- E. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.
- F. The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers-Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.
- G. The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:
- (1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
 - (2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
 - (3) the signature of the Customer, if the Customer is a sole proprietor.

Certified/Agreed To

Owner/Key Individual 1 Name

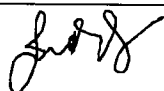
JULIE K BRIDGE

Position/Title:

realtor

Owner/Key Individual 1 Signature

JULIE K BRIDGE



- ☐ Submit manually
☐ Signature not required

Date:

05/05/2015

Authorized Signers - Signature Capture

Authorized Signer 1 Name

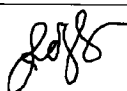
JULIE K BRIDGE

Position/Title:

realtor

Authorized Signer 1 Signature

JULIE K BRIDGE



- ☐ Submit manually
☐ Signature not required

Date:

05/05/2015



Exhibit D Wyoming Secretary of State Records

8/27/2019

Business Entity Detail - Wyoming Secretary of State

Business Center

[Online Services](#) [Search](#)

DETAIL

[RETURN TO YOUR SEARCH](#)[FILE YOUR ANNUAL REPORT](#)

Technologic USA Inc.

This detail reflects the current data for the filing in the system.

[Print](#)**Name**

Technologic USA Inc.

Filing ID

2015-000685940

Status

Inactive - Administratively Dissolved (Tax)

Fictitious Name**Type**

Profit Corporation - Domestic

Sub Status

Archived

Initial Filing

04/29/2015

Standing - Tax

Delinquent

Inactive Date

06/09/2016

Standing - RA

Delinquent

Term of Duration

Perpetual

Standing - Other

Good

Formed In

Wyoming

Principal Office1621 Central Ave
Cheyenne, WY 82001
USA**Mailing Address**1621 Central Ave
Cheyenne, WY 82001
USAAdditional Details**Registered Agent:**

No Agent

No Office

Laramie County WY

Latest AR/Year

AR Exempt

License Tax Paid**Common Shares**

50,000

Common Par Value**Preferred Shares****Preferred Par Value**History

8/27/2019

Business Entity Detail - Wyoming Secretary of State

System Archive - 2018-002326591 Date: 06/11/2018

RA Resignation - 2017-002188794 Date: 11/16/2017

RA Name/Address Change - 2017-002094190 Date: 06/30/2017

Dissolution / Revocation - Tax - 2016-001914844
Date: 06/09/2016

Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)

Inactive Date Changed From: No Value To: 06/09/2016

Delinquency Notice - Tax - 2016-001875514 Date: 04/02/2016

Initial Filing - See Filing ID Date: 04/29/2015

Public Notes

No Public Notes Found...

Parties

(Incorporator)

Organization:
WyomingRegisteredAgent.
Inc

Address:

Exhibit E Realtor License Julie Bridge

8/28/2019

www2.dre.ca.gov/PublicASP/pplinfo.asp?License_id=01467028

STATE OF CALIFORNIA DEPARTMENT OF REAL ESTATE

The license information shown below represents public information taken from the Department of Real Estate(DRE) database at the time of your inquiry. It will not reflect pending changes which are being reviewed for subsequent database updating. Also, the license information provided includes formal administrative actions that have been taken against licensees pursuant to the Business and Professions Code and/or the Administrative Procedure Act. All of the information displayed is public information. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 8/28/2019 11:09:07 AM

License Type:	BROKER
Name:	Bridge, Julie Kathryn
Mailing Address:	1448 N EUCLID AVE UPLAND, CA 91786
License ID:	01467028
Expiration Date:	03/20/21
<u>License Status:</u>	LICENSED
<u>Broker License Issued:</u>	12/03/04
Former Name(s):	NO FORMER NAMES
Main Office:	1448 N EUCLID AVE UPLAND, CA 91786
DBA	NO CURRENT DBAS
Branches:	NO CURRENT BRANCHES
Affiliated Licensed Corporation(s):	NO CURRENT AFFILIATED CORPORATIONS
<u>Comment:</u>	NO DISCIPLINARY ACTION
	NO OTHER PUBLIC COMMENTS
	>>>> Public information request complete <<<<

Exhibit F Christopher Hall Deposition

1 UNITED STATES DISTRICT COURT
2 WESTERN DISTRICT OF WISCONSIN
3

4 CRAIG CUNNINGHAM,) NO. 3:16-cv-00761-jdp
5)
6 Plaintiff,)
7)
8 v.)
9)
10 MICHAEL MONTES, et al.,)
11)
12 Defendants.)
13 _____)

14 DEPOSITION OF CHRISTOPHER G. HALL

15 Orange, California

16 Friday, May 3, 2019

17
18 Reported by:
19 Heidi Hummel-Grant
20 CSR No. 12556
21
22
23
24
25

Page 2

1 UNITED STATES DISTRICT COURT
2 WESTERN DISTRICT OF WISCONSIN
3
4 CRAIG CUNNINGHAM,) NO. 3:16-cv-00761-jdp
5)
6 Plaintiff,)
7)
8 v.)
9)
10)
11)
12)
13 MICHAEL MONTES, et al.,)
14)
15 Defendants.)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)

Deposition of CHRISTOPHER G. HALL, taken on
behalf of Plaintiff, at 1122 East Lincoln Avenue,
Suite 203, Orange, California, beginning at 10:13 a.m.
and ending at 10:52 a.m., on Friday, May 3, 2019, before
Heidi Hummel-Grant, Certified Shorthand Reporter
No. 12556.

1 APPEARANCES:
2 For Plaintiff:
3 LAW OFFICES OF TODD M. FRIEDMAN, P.C.
BY: DAVID B. LEVIN, PRESENT TELEPHONICALLY
4 333 Skokie Boulevard
Suite 103
5 Northbrook, Illinois 60062
224.218.0882
6 dlevin@toddfllaw.com
7 For Defendant:
8 AXLEY BRYNELSON
BY: KEVIN D. TROST, PRESENT TELEPHONICALLY
9 2 East Mifflin Street
Suite 200
10 Madison, Wisconsin 53703
ktrost@axley.com
11
12
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Page 4

1 INDEX

2 Witness:

3 CHRISTOPHER G. HALL

4

5 Examination: Page

6 BY MR. LEVIN 5

7 BY MR. TROST 22

8

9 EXHIBITS

10 Description Page

11 Exhibit 1 Subpoena to Testify at a Deposition 11

12 in a Civil Action

13 Exhibit 2 Spreadsheet 12

14

15

16

17

18

19

20

21

22

23

24

25

Page 5

1 Orange, California

2 Friday, May 3, 2019, 10:13 a.m. - 10:52 a.m.

3

4 CHRISTOPHER G. HALL,

5 called as a witness by and on behalf of Plaintiff,

6 having been first duly sworn by the Certified Shorthand

7 Reporter, was examined and testifies as follows:

8

9 MR. LEVIN: Sir, just for the record, if you could

10 please state your full name?

11 THE WITNESS: Christopher G. Hall, H-A-L-L.

12 MR. LEVIN: Okay.

13 Let the record reflect this is the deposition of

14 Christopher Hall, pursuant to a subpoena served on

15 Connexum, LLC.

16 This deposition may be used at the trial of the

17 case of Craig Cunningham versus Michael Montes, U.S.

18 District Court, Western District of Wisconsin, Case

19 Number 16-cv-761 [sic].

20 EXAMINATION

21 BY MR. LEVIN:

22 Q Mr. Hall, have you ever given a deposition

23 before?

24 A A couple of times.

25 Q Okay.

Page 6

1 And under what context were those depositions
 2 given?
 3 A They're in civil litigation.
 4 I guess I don't quite understand your question.
 5 Q Did they relate to records kept by Connexum?
 6 A No.
 7 Q Did they involve litigation against Connexum?
 8 A Yes.
 9 Q Okay.
 10 Well, you heard the court reporter's request of
 11 us just a couple of minutes ago. And you may have heard
 12 some of the following instructions I'm going to give you
 13 if you have given other depositions in the past.
 14 But first of all, it's important -- and she said
 15 especially today -- that we try not to talk over each
 16 other. People regularly do that in conversation without
 17 thinking about it, but we want to make sure we have a
 18 clean record and the court reporter is able to take down
 19 everything that everybody is saying. So I will do my
 20 very best not to say anything until you answer your
 21 questions [sic], and please let me finish the question
 22 before you begin to answer, even if you think you know
 23 what it is I'm getting at.
 24 If for some reason you can't hear me or my
 25 question is not clear, feel free to ask me to repeat the

Page 7

1 question.
 2 Make sure, of course, that you keep your answers
 3 out loud in a manner that can be taken down by the court
 4 reporter. So you can't say things like um-hum or hum-um
 5 that we would normally say in conversation. If it's,
 6 for example, a yes or no question, please just say yes
 7 or no. That will make it very clear.
 8 And if at any point you want to take a short
 9 break, that's not a problem. If there's a question
 10 pending, I'll ask you to please answer the question and
 11 we can take a short break and go off the record if we
 12 need to. Although I don't believe this going to last
 13 all that long today.
 14 Prior to your deposition today did you review
 15 any documents or records to prepare for the deposition?
 16 A Yeah, yes.
 17 Q What did you review?
 18 A I reviewed the subpoena, the various emails that
 19 you and I exchanged, as well as the data that was
 20 contained in the file I sent you.
 21 Q Okay.
 22 And did you discuss this deposition or the
 23 records that were produced with anybody before we went
 24 on the record here today?
 25 A No.

Page 8

1 Q Did you have any conversation with Mr. Kettle
 2 about whether he knows anything about this case or the
 3 parties or the records?
 4 A Well, he knows about the records. I discussed
 5 that with him.
 6 Q Was that within the last few days before the
 7 deposition or back when you produced those records for
 8 us?
 9 A Both. I wanted to refresh myself on the records
 10 that the query returned.
 11 Q What is your current position with Connexum,
 12 your job title?
 13 A I'm the managing member.
 14 Q Do you have ownership interest in the company?
 15 A The company is owned by another company.
 16 Q And what company is that?
 17 A The name of the company is Gawk Incorporated,
 18 G-A-W-K.
 19 Q Do you have an ownership interest in Gawk
 20 Incorporated?
 21 A I own some stock in that company, yes.
 22 Q Okay.
 23 How long have you worked with Connexum?
 24 A Since January of 2016.
 25 Q And how long has Connexum been in business, if

Page 9

1 you know?
 2 A I believe the company was formed around 2011 or
 3 2012. I don't know exactly.
 4 Q Okay.
 5 Was 2016 when the company was acquired by Gawk
 6 Incorporated?
 7 A Yes.
 8 Q And that's when you began working with Connexum?
 9 A That is correct.
 10 Q Okay.
 11 What are your daily duties and responsibilities
 12 in relation to the business of Connexum?
 13 A As the managing member I'm involved in most all
 14 aspects of the business operation.
 15 Q Okay.
 16 And what kind of company is Connexum? What is
 17 its main business?
 18 A Connexum is a telephone services company.
 19 Q What sort of services does Connexum provide?
 20 A There's a family of services, but primarily long
 21 distance telephone service to the United States and
 22 Canada.
 23 Q And when you say you provide long distance
 24 telephone service, you provide that directly to
 25 customers and users?

3 (Pages 6 - 9)

Page 10

1 A We provide it to other telephone companies.
 2 Q Is Technologic one such company?
 3 A Yes.
 4 Q So the other companies who are Connexum's
 5 customers are using long distance calling minutes
 6 through Connexum's system. Am I describing that
 7 correctly?
 8 A You did pretty good, yeah.
 9 Q Okay.
 10 Could you maybe explain in a little more detail
 11 than that just so we understand the connection?
 12 A Maybe the only thing I would add is that we use
 13 voice over IP technology to provide those telephone
 14 services.
 15 Q And companies like Technologic pay Connexum for
 16 the number of minutes they use in long distance service?
 17 A Typically, yes.
 18 Q Prior to becoming affiliated with Connexum have
 19 you worked in other positions within the
 20 telecommunication industry?
 21 A Yes, I have.
 22 Q How long have you been in that industry?
 23 A Since 1978.
 24 Q Okay.
 25 If you could please take a look at the document

Page 11

1 the court reporter has marked as Exhibit Number 1?
 2 (Exhibit 1 was marked for identification by the
 3 Certified Shorthand Reporter, a copy of which is
 4 attached hereto.)
 5 THE WITNESS: I have it.
 6 MR. LEVIN:
 7 Q That is the subpoena that we served on your
 8 company for the deposition today.
 9 If you could please turn to the final page of
 10 that document that's labeled Rider to Subpoena for
 11 Deposition?
 12 A I have that.
 13 Q Okay.
 14 And you see there a list of four topics that we
 15 wanted to discuss on the deposition here today?
 16 A I see those.
 17 Q Okay.
 18 Would you say that you have personal knowledge
 19 that would qualify you to discuss each of those four
 20 topics?
 21 A Yes.
 22 Q Okay. Great. Thank you.
 23 Now I'd like you to take a look at was
 24 previously marked by the court reporter as Exhibit
 25 Number 2.

Page 12

1 (Exhibit 2 was marked for identification by the
 2 Certified Shorthand Reporter, a copy of which is
 3 attached hereto.)
 4 THE WITNESS: I have that.
 5 MR. LEVIN:
 6 Q Does that appear to you to be a copy of the
 7 records Technologic [sic] previously produced to me
 8 pursuant a subpoena for documents that was served in
 9 this case?
 10 A Yes, these are the call records that Connexum
 11 produced in response to the subpoena. This was not
 12 produced by Technologic.
 13 Q Correct. Understood.
 14 So I will represent to you that all I did was
 15 convert that spreadsheet to a PDF so it could be easily
 16 sent to the court reporter and printed for the
 17 deposition here today.
 18 If you can tell me, generally speaking, what do
 19 those records represent?
 20 A Each of these records represents a telephone
 21 call that transited the Connexum network. The data
 22 provided is the date of the call, the time of day the
 23 call was commenced, who the call was from, who the call
 24 was to, the name of our customer that originated the
 25 call and the account bill duration of each call.

Page 13

1 Q Is that account bill duration in minutes?
 2 A That's a good point. It's in seconds.
 3 Q Okay.
 4 Yeah, that makes sense. I guess there would be
 5 some very long phone calls here if that was in minutes.
 6 A That's right. 1,992 minutes would be an awfully
 7 long phone call.
 8 Q Right. So the column that's labeled from user,
 9 that is a number that was -- from which the phone call
 10 was placed; is that correct?
 11 A That's the telephone number we received from
 12 Technologic as the source telephone number -- or we call
 13 it the caller line identifier, CLI -- from where the
 14 call was placed.
 15 Q Is that the phone number that would show up on
 16 the call recipient's caller ID?
 17 A Yes.
 18 Q And do you have any way to independently verify
 19 those numbers, or that's just what's provided through
 20 Technologic's records?
 21 A We have no way to verify it. All we do is pass
 22 along whatever we get in the voice over IP signaling
 23 string from our customer.
 24 Q So essentially Connexum is providing the method
 25 to connect the call from the person placing it to the

Page 14

1 end user; is that correct?
 2 A We provide the network to do that. I don't know
 3 if that is a method or not.
 4 Q Okay. Understood.
 5 And the column that says to user, that is the
 6 phone number which was dialed as the recipient of the
 7 call; is that right?
 8 A Correct.
 9 Q Okay.
 10 A I might comment that to some people you might
 11 expect to see a one in front of all these numbers. The
 12 way this data is presented is as the -- the area code
 13 and the phone number with no one in the front. So for
 14 example, on the first line, that call was not to Country
 15 Code 61; it was to area code (615)212-9191.
 16 Q Understood.
 17 It does appear at the bottom of the first page
 18 there are three calls where there is a one preceding the
 19 615 area code.
 20 Is that indicative of anything in particular?
 21 A Nothing in particular. Sometimes, especially
 22 from international customers like Technologic, we'll get
 23 the one. But most of our CDR are just the ten digit
 24 without the one.
 25 Q It appears that all of the calls reflected in

Page 15

1 Exhibit Number 2 were placed through the account with
 2 your customer Technologic; correct?
 3 A Yes, that's the data you requested in your
 4 initial subpoena.
 5 Q You mentioned international customers like
 6 Technologic. Do you know where they're located?
 7 A Panama.
 8 Q How long has Connexum done business with
 9 Technologic?
 10 A They were a customer when we acquired Connexum
 11 in 2016. So prior to 2016. I honestly don't know
 12 exactly when they started.
 13 Q Do you have any knowledge of the type of
 14 customers who use Technologic's calling system?
 15 A No, I don't.
 16 Q So are the individuals at Technologic with whom
 17 your company deals all located in Panama?
 18 A To the best of my knowledge, yes.
 19 Q Okay.
 20 We had a conversation off the record before we
 21 started the deposition today. So I'm asking you --
 22 already knowing the answer to this, but so we have it on
 23 the record -- did you actually create the data that is
 24 in the spreadsheet marked as Exhibit Number 2?
 25 A No.

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1 Q Okay.
 2 How was this spreadsheet created?
 3 A Scott Kettle who handles this type of
 4 transaction for our company is the one that actually
 5 queried this data from the database of all of our,
 6 literally, billions of call records.
 7 Q Can you explain for me how that database query
 8 is run to come up with the data that is in spreadsheet?
 9 A Yes. He inputs the date range, which we
 10 provided after you gave us the date range that you were
 11 looking for, which I think was January 1st through
 12 December -- January 1st, 2015, through December 31st,
 13 2016, and he takes the customer number and writes a
 14 database query that then is run against the pile of data
 15 to get the results.
 16 Q So are you saying that this spreadsheet
 17 represents the entire universe of calls that were placed
 18 to the three telephone numbers listed in the subpoena
 19 through Connexum's system between January 1st of 2015
 20 and December 31st of 2016?
 21 A That is correct. It was not limited to a
 22 specific account so any calls that transited our network
 23 to those three numbers would have been returned.
 24 MR. LEVIN: Hi. Sorry about that. I had a
 25 connection issue. I had to drop off the call and

Page 17

1 redial there.
 2 THE WITNESS: No problem.
 3 Did you hear my answer?
 4 MR. LEVIN: Yeah, could you please read back the
 5 last question and answer?
 6 THE REPORTER: Yes.
 7 (The record is read by the reporter.)
 8 MR. LEVIN: Okay. Thank you.
 9 Q But even though you did not limit the account,
 10 it does appear that all of the calls were placed through
 11 your company's account with Technologic -- or, I'm
 12 sorry, I should say Technologic's account with your
 13 company; is that correct?
 14 A That's correct.
 15 Q Is there anything about this spreadsheet as, you
 16 look at it, that would give you any reason to doubt the
 17 data produced through the query?
 18 A No.
 19 Q Do you know whether Technologic would still have
 20 record of any of these telephone calls as we sit here
 21 today?
 22 A I don't know.
 23 Q Have you ever discussed with anyone at
 24 Technologic how long they maintain those records?
 25 A No.

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1 Q Are you familiar with the defendant in this case
 2 named Michael Montes?
 3 A I know of Mr. Montes. He has another company
 4 called MYADGUYS, I believe. And as the representative
 5 of MYADGUYS, he was a sales agent for Connexum for a
 6 period of time prior to when we acquired the company.
 7 He's no longer a sales agent for the company.
 8 Q So through the MYADGUYS company Mr. Montes was a
 9 sales agent for Connexum. But that was before your
 10 company acquired Connexum?
 11 A Correct.
 12 Q And that his relationship as a sales agent with
 13 Connexum terminated prior to you being becoming involved
 14 with Connexum?
 15 A The last account that I saw signed up under his
 16 agent ID was from 2014.
 17 Q At that time he was operating under the name
 18 MYADGUYS.com, LLC?
 19 A That's what our administrative records reflect.
 20 Like I said, I wasn't here so I don't know for
 21 sure. All I can do is look at the history.
 22 Q Okay.
 23 What sort of records did you see that showed you
 24 that?
 25 A The -- the log in the sales agent registration

Page 19

1 database and then the date of the sign up of the two
 2 customers the he signed up during that time, 2014.
 3 Q Have you ever heard of a company run by
 4 Mr. Montes under the name TollFreeZone.com Incorporated?
 5 A Well, I saw it in your list of questions here.
 6 Q Had you ever heard of it before that?
 7 A No.
 8 Q Do your company's records show having -- that
 9 you've done any business with a company by that name?
 10 A We have no such records.
 11 Q Do you know anything about any other type of
 12 businesses in which Mr. Montes has been involved other
 13 than as a sales agent for Connexum?
 14 A I do not.
 15 Q How would you describe the nature of the
 16 business conducted by Technologic?
 17 MR. TROST: Object to foundation.
 18 MR. LEVIN:
 19 Q Do you know anything about the nature of the
 20 business conducted by Technologic?
 21 A Well, they send us phone calls. That's as much
 22 as I know. I don't know what else they do. I -- I
 23 don't know who else they send phone calls to or from.
 24 But they are a customer in good standing with us.
 25 Q Do you know anything about the nature or

Page 20

1 contents of any of the telephone calls reflected in
 2 Exhibit Number 2?
 3 A No.
 4 Q Do you know if Mr. Kettle or anyone else at your
 5 company has spoken with Michael Montes recently?
 6 A I don't know.
 7 Q And the information in Exhibit Number 2
 8 accurately reflects records kept by Connexum in the
 9 ordinary course of its business?
 10 A That's correct.
 11 Q And each of these calls that are listed, are
 12 they instantly logged into Connexum's records at the
 13 date and time the call is placed?
 14 A More or less. Sometimes there's a little
 15 latency in writing CDR records -- we're talking about
 16 seconds and -- you know, or maybe a few minutes, purely
 17 due to technical data processing transactional delays --
 18 but within -- within minutes, you know, and --
 19 Q And that's -- I'm sorry, I didn't mean to
 20 interrupt. Were you finished with your answer?
 21 A Oh, yeah. Since the last call record was
 22 August 11, 2016, I can confidently say that represents
 23 any and all records that ever transited our system.
 24 Q And the records are tracked through an automated
 25 procedure; correct?

Page 21

1 A Correct.
 2 Q Okay.
 3 No, there's no human intervention in the
 4 creation of these records outside of exporting the data
 5 to a spreadsheet?
 6 A That's correct.
 7 Q Did Mr. Kettle discuss with you specifically how
 8 he went about creating this spreadsheet, or are you just
 9 testifying based on your knowledge of how it's done?
 10 A I'm testifying based on my knowledge of how it's
 11 done.
 12 We do this a couple, two or three times a month.
 13 Getting a subpoena for call records is not uncommon here
 14 from mostly law enforcement but sometimes also in other
 15 civil litigation. So it's something that we do
 16 routinely.
 17 Q The address you provided to my paralegal,
 18 1122 East Lincoln Avenue, Suite 203, in Orange,
 19 California, is that the current business address of
 20 Connexum?
 21 A Yes.
 22 Q And Connexum's system did not reflect any other
 23 telephone calls in 2015 or 2016 to any of the three
 24 phone numbers listed in the subpoenas outside of those
 25 reflected in Exhibit 2; correct?

Page 22

1 A That is correct.
 2 MR. LEVIN: Okay.
 3 I have nothing further. Mr. Trost may have some
 4 questions for you.
 5 EXAMINATION
 6 BY MR. TROST:
 7 Q Mr. Hall, it's a pleasure to speak with you.
 8 I only have a few questions for you.
 9 A That's a pleasure to hear.
 10 Q I want to make sure I understand what Exhibit 2
 11 contains.
 12 My understanding is that the calls listed on
 13 Exhibit 2 represent long distance calls made to three
 14 specific phone numbers between January of 2015 and
 15 December of 2016, and the calls associated are with --
 16 well, those are calls that went through Connexum's
 17 system; is that right?
 18 A That's right.
 19 Q Okay.
 20 And just to be sure, Connexum does not know who
 21 actually made the calls; correct?
 22 A That's correct. We don't know -- nothing in the
 23 data stream we get tells us that. All we know is the
 24 caller ID that the call came from.
 25 Q Right. The caller ID and the account that it's

Page 23

1 associated with?
 2 A Correct.
 3 Q And Connexum doesn't know the substance of the
 4 calls, itself, just the duration in terms of seconds?
 5 A That is correct. In fact, we have no way to
 6 know the audio content of the call. It's technically
 7 impossible.
 8 Q Now, with respect to Technologic, LLC, which is
 9 the account listed for all these calls, is there a
 10 mailing or physical address associated with that
 11 account?
 12 A Yes, we've got an address in our customer record
 13 file, which I think I provided to Mr. Levin before. But
 14 I'll be happy to give it to you again now. Please
 15 standby while I look it up.
 16 Avenue Samuel Luis, then Y like and in Spanish,
 17 Calle, C-A-L-L-E, 58, in Panama City, Panama.
 18 Q Great. Thank you.
 19 Do you or Connexum have any knowledge whether
 20 Technologic, LLC, which is listed under the account
 21 heading on Exhibit 2, is associated with a company
 22 called Technologic, Inc.?
 23 A I don't know. Let me check something real
 24 quick.
 25 No, I can't tell. That's -- the only name we

Page 24

1 know them under is Technologic, LLC.
 2 Q Okay.
 3 Final question for you: Do you have any
 4 knowledge whether Michael Montes or a company called
 5 TollFreeBill.com is associated in any way with the calls
 6 listed on Exhibit 2?
 7 A Have no idea. No, I do not.
 8 MR. TROST: Okay.
 9 Thank you Mr. Hall.
 10 THE WITNESS: You're welcome.
 11 MR. LEVIN: I do not have any other questions.
 12 MR. TROST: David, do you want to continue on and do
 13 Mr. Kettles dep or --
 14 THE REPORTER: And we're off the record?
 15 MR. TROST: Yeah, we can go off the record.
 16 (A discussion is held off the record.)
 17 THE REPORTER: And we're back on the record.
 18 MR. LEVIN: So Mr. Hall, I'm going to request that
 19 the court reporter prepare a copy of the transcript of
 20 this deposition. And if this case goes to trial, which
 21 is scheduled to start on June 10th, we will likely use
 22 this deposition transcript as -- with you as a witness
 23 for that trial, essentially, in lieu of having you have
 24 to appear in person in Wisconsin.
 25 So you have a right to review the transcript and

Page 25

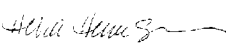
1 sign off on it before it becomes final. And if there
 2 were any misspellings or errors in the transcription,
 3 you would have a right to fill out what's called an
 4 errata sheet in order to correct those. You can't
 5 change the nature of your testimony, it's only just to
 6 correct any errors in the transcription. Or it's up to
 7 you if you want to indicate that you waive your
 8 signature, then the transcript just becomes final once
 9 the court reporter has typed it up.
 10 Certainly I'm sure you know I'm not your
 11 attorney, I'm not representing you, I can't tell you
 12 which one you should do. But I'm letting you know you
 13 have that choice. And if you have questions regarding
 14 that choice, I can try to answer them for you.
 15 THE WITNESS: No, I never like signing anything I
 16 haven't had a chance to look at. So I'll promise to
 17 promptly review it and then return it, and hopefully
 18 there will be no commentary.
 19 MR. LEVIN: Okay. Thank you.
 20 So I guess the witness is reserving his
 21 signature then for now.
 22 THE REPORTER: Before we go off the record,
 23 Mr. Trost, do you need a copy?
 24 MR. TROST: I'm not going to make a decision on this
 25 right now. But I took the job number down that you

7 (Pages 22 - 25)

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1 gave me at the beginning so I can order a copy if I
 2 need to.
 3 THE REPORTER: Thank you.
 4 And we're off the record.
 5 (End of Proceedings. Declaration of penalty of
 6 perjury on the following page hereof.)
 7 (Deposition concluded at 10:52 a.m.)
 8
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1 Certification of Court Reporter
 2 Federal Jurat
 3
 4 I, the undersigned, a Certified Shorthand
 5 Reporter of the State of California do hereby certify:
 6 That the foregoing proceedings were taken
 7 before me at the time and place herein set forth; that
 8 any witnesses in the foregoing proceedings, prior to
 9 testifying, were placed under oath; that a verbatim
 10 record of the proceedings was made by me using machine
 11 shorthand, which was thereafter transcribed under my
 12 direction; further, that the foregoing is an accurate
 13 transcription thereof.
 14 That before completion of the deposition a
 15 review of the transcript was requested.
 16 I further certify that I am neither
 17 financially interested in the action nor a relative or
 18 employee of any of the parties.
 19 IN WITNESS WHEREOF, I hereby subscribe my name
 20 this 12th day of May, 2019.
 21
 22
 23
 24 
 Heidi Hummel-Grant
 25 Certified Shorthand Reporter No. 12556

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1 Veritext Legal Solutions
 2 1100 Superior Ave
 Suite 1820
 3 Cleveland, Ohio 44114
 Phone: 216-523-1313
 4 May 13, 2019
 5 Mr. Christopher G. Hall
 1122 E. Lincoln Ave., #203
 6 Orange, CA 92865
 Case Name: Cunningham, Craig v. Montes, Michael, et al.
 7 Veritext Reference Number: 3295805
 8 Deposition Date: 5/3/2019
 9 Dear Sir/Madam:
 10 Enclosed you will find a transcript of your deposition.
 11 As the reading and signing have not been expressly
 12 waived, please review the transcript and note any
 13 changes or corrections on the errata sheet
 14 included, indicating the page, line number, change and
 15 reason for the change. Sign at the bottom of the sheet
 16 in the presence of a notary and forward the errata sheet
 17 back to us at the address shown above or email to
 18 production-midwest@veritext.com.
 19 If the errata is not returned within thirty days of your receipt of
 20 this letter, the reading and signing will be deemed waived.
 21 Sincerely,
 22 Production Department
 23
 24
 25 NO NOTARY REQUIRED IN CA

Page 29

1 DEPOSITION REVIEW
 CERTIFICATION OF WITNESS
 2
 3 ASSIGNMENT REFERENCE NO: 3295805
 CASE NAME: Cunningham, Craig v. Montes, Michael, et al.
 DATE OF DEPOSITION: 5/3/2019
 4 WITNESS' NAME: Christopher G. Hall
 5 In accordance with the Rules of Civil
 Procedure, I have read the entire transcript of
 6 my testimony or it has been read to me.
 7 I have made no changes to the testimony
 as transcribed by the court reporter.
 8
 9 Date _____ Christopher G. Hall
 10 Sworn to and subscribed before me, a
 Notary Public in and for the State and County,
 11 the referenced witness did personally appear
 and acknowledge that:
 12
 13 They have read the transcript;
 14 They signed the foregoing Sworn
 Statement; and
 15 Their execution of this Statement is of
 their free act and deed.
 16 I have affixed my name and official seal
 this _____ day of _____, 20____.
 17
 18 _____
 Notary Public
 19 _____
 Commission Expiration Date
 20
 21
 22
 23
 24
 25

8 (Pages 26 - 29)

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1 DEPOSITION REVIEW
2 CERTIFICATION OF WITNESS

3 ASSIGNMENT REFERENCE NO: 3295805
4 CASE NAME: Cunningham, Craig v. Montes, Michael, et al.
5 DATE OF DEPOSITION: 5/3/2019
6 WITNESS' NAME: Christopher G. Hall
7 In accordance with the Rules of Civil
8 Procedure, I have read the entire transcript of
9 my testimony or it has been read to me.
10 I have listed my changes on the attached
11 Errata Sheet, listing page and line numbers as
12 well as the reason(s) for the change(s).
13 I request that these changes be entered
14 as part of the record of my testimony.

15 I have executed the Errata Sheet, as well
16 as this Certificate, and request and authorize
17 that both be appended to the transcript of my
18 testimony and be incorporated therein.

19 Date Christopher G. Hall

20 Sworn to and subscribed before me, a
21 Notary Public in and for the State and County,
22 the referenced witness did personally appear
23 and acknowledge that:

24 They have read the transcript;
25 They have listed all of their corrections
in the appended Errata Sheet;
They signed the foregoing Sworn
Statement, and
Their execution of this Statement is of
their free act and deed.

26 I have affixed my name and official seal
27 this _____ day of _____, 20____.

28 Notary Public

29 Commission Expiration Date

Page 31

1 ERRATA SHEET
2 VERITEXT LEGAL SOLUTIONS MIDWEST

3 ASSIGNMENT NO: 3295805
4 PAGE/LINE(S)/ CHANGE /REASON

5 _____
6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____

20 Date Christopher G. Hall

21 SUBSCRIBED AND SWORN TO BEFORE ME THIS _____

22 DAY OF _____, 20____.

23 Notary Public

24 Commission Expiration Date

9 (Pages 30 - 31)

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[00761 - businesses]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and
(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

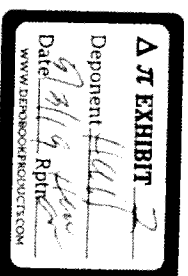
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Exhibit G Technologic Call Records

date_of_call	time_of_call	fromuser	touser	account	account_billed_duration
1/2/2015	3:45:00 PM	4692707095	6152129191	Technologic, LLC	12
1/5/2015	4:48:00 PM	7073462155	6152129191	Technologic, LLC	12
1/20/2015	11:10:00 PM	7208623932	6152129191	Technologic, LLC	12
1/20/2015	9:37:00 PM	6827038279	6152129191	Technologic, LLC	30
1/21/2015	12:05:00 AM	6827038279	6153317262	Technologic, LLC	12
1/22/2015	9:37:00 PM	6827038279	6153317262	Technologic, LLC	12
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09/08/2016	7:44:00 PM	4805656922	6152129191	Technologic, LLC	264
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11/08/2016	7:16:00 PM	7023595643	6152129191	Technologic, LLC	12

Exhibit H Paypal Receipt

Transaction details

July 21, 2019 at 9:09:11 PM PDT Transaction ID: 6LC0922908148780X

Payment sent to James Shelton

Gross amount

Payment Status: Completed

-\$50.00 USD

Payment Type: Personal Payment

Your Payment**Gross Amount** -\$50.00 USD**PayPal Fee** -\$1.75 USD**Net Amount** -\$51.75 USD**Contact info**

James Shelton

The receiver of this payment is **Verified**

jamieshelton66@yahoo.com

Payment Sent to

jamieshelton66@yahoo.com

Funding details

Funding Type: Credit Card

Funding Source: -\$51.75 USD - AMEX ending in x-2008

This transaction will appear on your bill as PAYPAL *JAMIESHELTO

Need help?

Go to the Resolution Center for help with this transaction, to settle a dispute or to open a claim.